

Case No. _____
 The COMPLAINT was subscribed and sworn to before the undersigned on this _____ day of _____, 20____.
 NAME _____ SIGNATURE _____
 TITLE _____

PENDING OF PROBABLE CAUSE

From the above sworn statements and any supporting affidavits or supplemental sworn testimony, the undersigned Officer have determined that probable cause exists to support a finding of probable cause to believe that the above named Defendant(s) are in violation of the law. The Defendant(s) are hereby summoned to appear in court on the date and time specified in the summons. The Defendant(s) are hereby summoned to appear in court on the date and time specified in the summons. The Defendant(s) are hereby summoned to appear in court on the date and time specified in the summons.

SUMMONS

☒ **HENNEPIN COUNTY** **ABOVE NAMED DEFENDANT(S)** ARE HEREBY SUMMONED to appear in court on the _____ day of _____, 20____, at _____ AM/PM in the _____ Courtroom of the _____ Court to answer to the complaint.
 IF YOU FAIL TO APPEAR in response to the SUMMONS, A WARRANT FOR YOUR ARREST shall be issued.

WARRANT

☐ **EXECUTED IN MINNESOTA ONLY**

The Sheriff, Judge of the County Court, or other person authorized by law may, in the name of the State of Minnesota, take the above named Defendant(s) into custody and bring them promptly before the undersigned Court for arraignment and trial. The Court Officer shall not be held responsible for any delay in the execution of this warrant, and the Court Officer shall not be held responsible for any delay in the execution of this warrant, and the Court Officer shall not be held responsible for any delay in the execution of this warrant.

ORDER OF DETENTION

Since the above named Defendant(s) is/are in custody, I hereby order, subject to the conditions of release, that the above named Defendant(s) continue to be held in custody in the proceedings.

Conditions of Release:

This COMPLAINT, SUMMONS, or Warrant, subscribed and sworn to, is issued by the undersigned Judicial Officer on this _____ day of _____, 20____.

NAME: _____
 TITLE: JUDGE OF DISTRICT COURT

SIGNATURE *Patricia L. Morris*
 PATRICIA L. MORRIS
 Judge of District Court

Sworn testimony has been given before the Judicial Officer by the following witnesses:

MAR 16 2009

STATE OF MINNESOTA COUNTY OF HENNEPIN

Clerk's Signature or File Stamp:

STATE OF MINNESOTA

Plaintiff

Vs.

MARLON TERRELL PRATT

Defendant(s).

RETURN OF SERVICE

I hereby Certify and Return that I have served a copy of this COMPLAINT - SUMMONS, WARRANT, ORDER OF DETENTION upon Defendant(s) herein-named.
 Signature of Authorized Service Agent:

SCANNED

OCT 17 2012

U.S. DISTRICT COURT MPLS

State of Minnesota
County of Hennepin

District Court
Fourth Judicial District

CCT	LIST CHARGE	STATUTE ONLY	MOG	GOC
1	609.52	09 MAR 16	U1069	X
2	609.52		U1069	X
3	609.52		U1069	X
4	609.52		U1069	X
5	609.52		U1069	X
6	609.52		U1069	X

CTY ATTY
 FILE NO.
 08-2269

CONTROLLING
 AGENCY
 MN0022300

CONTROL NO.
 08002269

COURT CASE NO.

DATE FILED

☒ Amended

☐ Tab Charge Previously Filed

☒ If more than 6 counts (see attached) ☐ If Domestic Assault as defined by MS 51B01, sub2a,b

State of Minnesota,

PLAINTIFF,

VS.

NAME: first, middle, last
MARLON TERRELL PRATT

Date of Birth
02/12/1975

MNCIS #: 27-CR-08-44935

DEFENDANT,

LE#: 08-33584

SILS ID: 392329

TRACK ID: 2265973

10551 Noble Circle
Brooklyn Park, MN 55443

AMENDED COMPLAINT

THE PROBABLE CAUSE PORTION OF THIS COMPLAINT REMAINS THE SAME

Your Complainant Kris Eidem has been an Investigator with the Hennepin County Attorney's Office, Complex Crime Unit since July, 2007. Her duties are investigating complex frauds and financial aspects of various crimes, including mortgage fraud. Her experience and background also includes serving as a licensed peace officer in the State of Minnesota from August 1978 through April 2007, where she investigated property offenses and other crimes since 1991.

The information contained in this complaint is based in part on information complainant has learned through her own investigation, including a review of documents from each of the fraudulent transactions described herein. Files on the fraudulent transactions, along with tax and financial records, were obtained pursuant to search warrants from Defendant's personal residence, offices of his employer, Universal Mortgage Inc. Other files on the same transactions were obtained by request from Sterling Title Inc. and in some instances, from lenders and from the property sellers. Information on Defendant's mortgage brokerage employers was provided by the Minnesota Department of Commerce (MDOC) from its licensing files. Complainant also has received information from persons who have worked with Defendant in the mortgage brokerage business, including Universal CEO Donald Walthall and Universal loan officer Andre Bellfield.

Since July 2007, your Complainant has been involved in the investigation of a complex mortgage fraud scheme perpetrated over several years by individuals associated with Defendant's mortgage brokerage firms, Universal Mortgage Inc. (herein identified as Universal) and Superior Mortgage Inc. (herein identified as Superior). The scheme

Originally investigated entails the recruitment of "straw buyers" for the purchase of residential properties at inflated prices, the financing for and the criminal proceeds from which were derived from fraudulently obtained loans from lending institutions. This scheme is the subject of a 25 count criminal complaint against Universal (MNCIS# 27-CR-07-127226) and related complaints against Defendant Marlin [sic] Pratt (MNCIS# 27-CR-07-127157) and four other individuals, all of whom have entered pleas of guilty.

The instant complaint concerns Defendant's role in the purchase of properties, some of which were sold to straw buyers in 2006. The property purchases outlined in this complaint all were financed by fraudulently obtained loans and all resulted in a "kickback" to Defendant from the loan proceeds.

DEFENDANT'S OCCUPATION

Financing for all of the property purchases detailed in this complaint was arranged through the companies with whom Defendant worked as a loan officer, Universal Mortgage Inc. and Superior Mortgage Inc.. Universal and Superior are licensed by the Minnesota Department of Commerce (MDOC) as "residential mortgage originators", more commonly known as a mortgage brokers. Mortgage brokers such as Universal and Superior originate residential mortgage loans by completing loan applications on behalf of prospective home buyers and locating lending institutions which are willing to fund the loans. At the closing of the home sale, the loan and mortgage agreements are entered between the buyer/borrower and the lender, which typically is represented at the closing by a title company and closer for the transaction. Mortgage brokers typically receive compensation in the form of loan origination and loan processing fees, administrative fees, and a commission from the lender in the form of a yield spread premium or a service release fee. Universal or Superior received such fees on all transactions described in this complaint and Defendant received compensation from Universal or Superior for his role in the transactions.

PROPERTY PURCHASES THROUGH UNIVERSAL AND SUPERIOR WITH LOAN KICKBACKS TO DEFENDANT

Property purchase records seized from Universal, from Defendant's residence, and provided by closing agents for the loans contain the following details of property purchases orchestrated by Defendant resulting in kickbacks from loan proceeds to Defendant.

TATE V. MARLON PRATT KICKBACKS FROM LOANS

Property address	Closing date	Buyer(s) / Borrower(s)	Brokerage Firm & Loan Officer	Lender	Loan Total	Kickback to M. Pratt
108 57th Ave. N., Brooklyn Center	11/22/2004	Pratt, Donna	Superior Mtg. Inc. / Donald Walthall	Accredited Home Lenders, Inc.	\$ 207,000.00	\$ 13,000.00
10 Penn Avenue North Minneapolis	1/31/2005	Pratt, Marlon	Superior Mtg. Inc. / Donald Walthall	BNC Mortgage, Inc.	\$ 156,750.00	\$100,000.00
101 Kyle Avenue North, Golden Hilly	6/1/2005	Pratt, Marlon / Donna	Superior Mtg. Inc. / Jason Slaughter	BNC Mortgage, Inc.	\$ 330,000.00	\$ 30,000.00
9 Logan Avenue North, Minneapolis	6/22/2005	Bellfield, Andre	Superior Mtg. Inc. / Marlon Pratt	Entrust Mortgage Inc.	\$ 160,000.00	\$ 56,800.00
22 Oliver Avenue North, Minneapolis	8/16/2005	Carey, Shenell	Superior Mtg. Inc. / Marlon Pratt	BNC Mortgage, Inc.	\$ 145,000.00	\$ 67,650.00

Property address	Closing date	Buyer(s) / Borrower(s)	Brokerage Firm & Loan Officer	Lender	Loan Total	Kickback to M. Pratt
531 Knox Avenue North, Minneapolis	8/31/2005	Bellfield, Andre	Universal Mtg. Inc. / Marlon Pratt	Accredited Home Lenders, Inc.	\$ 157,500.00	\$ 41,750.00
2205 10th Avenue South, Minneapolis	9/2/2005	Smiley, Jasmine	Universal Mortgage Inc. / Marlon Pratt	Accredited Home Lenders, Inc.	\$ 195,000.00	\$ 30,150.00
2118 Emerson Avenue North, Minneapolis	9/14/2005	Bellfield, Andre	Superior Mtg. Inc. / Marlon Pratt	BNC Mortgage, Inc.	\$ 200,250.00	\$ 30,825.00
3000 Russell Avenue North, Minneapolis	9/14/2005	Bellfield, Andre	Superior Mtg. Inc. / Marlon Pratt	BNC Mortgage, Inc.	\$ 202,500.00	\$ 33,250.00
3545 Penn Avenue North, Minneapolis	9/14/2005	Smiley, Jasmine	Superior Mortgage Inc. / Marlon Pratt	Decision One Mortgage Co.	\$ 194,900.00	\$ 14,053.00
3331 Humboldt Avenue North, Minneapolis	9/29/2005	Bellfield, Andre	Superior Mtg. Inc. / Marlon Pratt	Accredited Home Lenders, Inc.	\$ 180,000.00	\$ 29,000.00
2340 Sheridan Avenue North, Minneapolis	9/29/2005	Jones, Katherine	Universal Mtg. Inc. / Marlon Pratt	BNC Mortgage, Inc.	\$ 157,500.00	\$ 30,250.00
4122 Bryant Avenue North, Minneapolis	10/26/2005	Smiley, Jasmine	Universal Mortgage Inc. / Marlon Pratt	BNC Mortgage, Inc.	\$ 203,000.00	\$ 23,000.00
2947 Oliver Avenue North	12/5/2005	Smith, Patricia	Universal Mortgage Inc. / Marlon Pratt	BNC Mortgage, Inc.	\$ 191,000.00	\$ 21,315.00
3647 Colfax Avenue North, Minneapolis	3/10/2006	Pratt, Marlon	Universal Mtg. Inc. / Thomas Scott	1st Choice Mortgage	\$ 178,600.00	\$ 98,802.28
3447 James Avenue North, Minneapolis	6/27/2006	Jones, Katherine	Universal Mortgage Inc. / Marlon Pratt	Argent Mortgage Company, LLC	\$ 175,750.00	\$ 40,000.00
1411 16th Avenue North, Minneapolis	10/24/2006	Harris, Briana	Universal Mortgage Inc. / Marlon Pratt	BNC Mortgage, Inc.	\$ 184,500.00	\$ 33,200.00
TOTAL:					\$3,219,250.00	\$693,045.28

For each of these property purchases the borrower signed documents captioned "Uniform Residential Loan Application", for loans secured by first and often second mortgages. The Loan Application is used as a direct communication from the residential loan borrower to the residential loan lender, and its contents are the primary basis for the lender's decision to extend loans. In the Loan Application the borrower provides information on many subjects, including the purchase price of the home, whether any of the loan proceeds are for intended property improvements or repairs, and the borrower's current employment, current income, current assets (including real estate owned), current liabilities, and intended usage of the property. The Loan Application concludes with an "Acknowledgement and Agreement" section wherein the borrower "specifically represents to Lender...that:

- (1) the information provided in this application is true and correct as of the date set forth opposite my signature and that any intentional or negligent misrepresentation of this information contained in this application may result in...criminal penalties...;

- (4) all statements made in this application are made for the purpose of obtaining a residential mortgage loan;
- (5) The property will be occupied as indicated herein;...[and]
- (7)...I am obligated to amend and/or supplement the information provided in this application if any of the material facts that I have represented herein should change prior to closing of the Loan."

Accompanying each of the Loan Applications submitted to Lenders was a Purchase Agreement, purporting to reflect an arms-length purchase price for the subject property and other terms of the transaction between the buyer (i.e. the borrower) and the seller. The purchase price reflected in those Purchase Agreements was the same as the purchase price entry on the Loan Applications. In 9 of these transactions on the above table the alleged purchase price of the property was identical to the loan total applied for and received by the borrowers. In the other 8 transactions the lenders provided 90% or 95% financing.

Contrary to the purchase price representations made in the Loan Applications and the Purchase Agreements, in every instance on the foregoing table the true purchase price for the property was substantially less than the price represented to the lender. In every instance the true purchase price -- i.e., the amount of money received for or for the benefit of the seller -- was less than the represented purchase price, by the amount identified on the table as a kickback to Defendant Marlon Pratt. These kickbacks were concealed from the lenders by the inflated purchase prices on the Purchase Agreements and by the issuance of separate checks at the closings, either to the seller(s) or to Pratt Construction for an alleged (but false) property improvement. In all instances these checks eventually were endorsed over to Defendant Marlon Pratt, who then cashed the check.

In addition to the false information on the Loan Applications and Purchase Agreements concerning property price and intended purpose of the loan proceeds, the Loan Applications frequently contained additional false, material statements concerning the borrower. While not uniform throughout the documentation for these loans, many false representations appear concerning (1) the borrowers' assets (including other real estate owned); (2) the borrowers' liabilities (including other mortgage obligations); and/or (3) the borrowers' intended usage of the property as a primary residence. During our investigation the Hennepin County Attorney's Office has been advised by experts in the lending industry that all of these components of information on a loan application are relevant and important to lenders in decisions to extend loans to borrowers and in the terms of loans so intended.

In addition to causing false information to appear on the loan applications, in some instances Defendant facilitated the loan frauds by advancing funds to the borrowers for down payments, which lenders require to be from the borrower's own assets. Pratt then retrieved those funds from his kickbacks, although the existence of a borrower liability for those funds was never disclosed on the loan application.

Defendant Marlon Pratt participated in the loan frauds described in this complaint through the connections identified on the foregoing table and as described in this complaint. According to Universal CEO Donald Walthall, Defendant was employed by Superior and by Universal as a loan officer at the times of all loans identified in this complaint, and used that position in facilitating these loans. Walthall and Universal loan officer Andre Bellfield have advised the Hennepin County Attorney's Office that Defendant prepared the Loan Applications for all loans on which either Defendant or Bellfield appear as borrowers. On all other loans described in this complaint, Defendant's name, and generally his signature, appear on the Loan Application

documents as the "Interviewer" - - i.e., the responsible loan officer - - for the loans. And, as reflected on the foregoing table, Defendant received a kickback check on each of the loans, ranging from \$13,000 to \$100,000, and totaling, for all loans, \$697,495.28.

Defendant is not presently in custody.

OFFENSE PORTION IS AMENDED TO ADD NEW COUNT 18

OFFENSES

COUNT 1: THEFT BY SWINDLE OVER \$35,000 (FELONY)
MINN. STAT. § 609.52, SUBD. 2(4), SUBD. 3(1); § 609.05
PENALTY: 0-20 YEARS AND/OR \$100,000

That on or about 11/22/2004, in Hennepin County, Minnesota, MARLON TERRELL PRATT, acting alone or intentionally aiding, advising, hiring, counseling or conspiring with another and/or others, obtained property or services of a value in excess of Thirty-five Thousand Dollars (\$35,000), from Accredited Home Lenders, Inc., by swindling using artifice, trick, device or other means.

COUNT 2: THEFT BY SWINDLE OVER \$35,000 (FELONY)
MINN. STAT. § 609.52, SUBD. 2(4), SUBD. 3(1); § 609.05
PENALTY: 0-20 YEARS AND/OR \$100,000

That on or about 01/31/2005, in Hennepin County, Minnesota, MARLON TERRELL PRATT, acting alone or intentionally aiding, advising, hiring, counseling or conspiring with another and/or others, obtained property or services of a value in excess of Thirty-five Thousand Dollars (\$35,000), from BNC Mortgage, Inc., by swindling using artifice, trick, device or other means.

COUNT 3: THEFT BY SWINDLE OVER \$35,000 (FELONY)
MINN. STAT. § 609.52, SUBD. 2(4), SUBD. 3(1); § 609.05
PENALTY: 0-20 YEARS AND/OR \$100,000

That on or about 06/01/2005, in Hennepin County, Minnesota, MARLON TERRELL PRATT, acting alone or intentionally aiding, advising, hiring, counseling or conspiring with another and/or others, obtained property or services of a value in excess of Thirty-five Thousand Dollars (\$35,000), from BNC Mortgage, Inc., by swindling using artifice, trick, device or other means.

COUNT 4: THEFT BY SWINDLE OVER \$35,000 (FELONY)
MINN. STAT. § 609.52, SUBD. 2(4), SUBD. 3(1); § 609.05
PENALTY: 0-20 YEARS AND/OR \$100,000

That on or about 06/22/2005, in Hennepin County, Minnesota, MARLON TERRELL PRATT, acting alone or intentionally aiding, advising, hiring, counseling or conspiring with another and/or others, obtained property or services of a value in excess of Thirty-five Thousand Dollars (\$35,000), from Entrust Mortgage, Inc., by swindling using artifice, trick, device or other means.

COUNT 5: THEFT BY SWINDLE OVER \$35,000 (FELONY)
MINN. STAT. § 609.52, SUBD. 2(4), SUBD. 3(1); § 609.05
PENALTY: 0-20 YEARS AND/OR \$100,000

that on or about 08/16/2005, in Hennepin County, Minnesota, MARLON TERRELL PRATT, acting alone or intentionally aiding, advising, hiring, counseling or conspiring with another and/or others, obtained property or services of a value in excess of Thirty-five Thousand Dollars (\$35,000), from BNC Mortgage, Inc., by swindling using artifice, trick, device or other means.

COUNT 6: THEFT BY SWINDLE OVER \$35,000 (FELONY)
MINN. STAT. § 609.52, SUBD. 2(4), SUBD. 3(1); § 609.05
PENALTY: 0-20 YEARS AND/OR \$100,000

that on or about 08/31/2005, in Hennepin County, Minnesota, MARLON TERRELL PRATT, acting alone or intentionally aiding, advising, hiring, counseling or conspiring with another and/or others, obtained property or services of a value in excess of Thirty-five Thousand Dollars (\$35,000), from Accredited Home Lenders, Inc., by swindling using artifice, trick, device or other means.

COUNT 7: THEFT BY SWINDLE OVER \$35,000 (FELONY)
MINN. STAT. § 609.52, SUBD. 2(4); SUBD. 3(1); § 609.05
PENALTY: 0-20 YEARS AND/OR \$100,000

that on or about 09/02/2005, in Hennepin County, Minnesota, MARLON TERRELL PRATT, acting alone or intentionally aiding, advising, hiring, counseling or conspiring with another and/or others, obtained property or services of a value in excess of Thirty-five Thousand Dollars (\$35,000), from Accredited Home Lenders, Inc., by swindling using artifice, trick, device or other means.

COUNT 8: THEFT BY SWINDLE OVER \$35,000 (FELONY)
MINN. STAT. § 609.52, SUBD. 2(4), SUBD. 3(1); § 609.05
PENALTY: 0-20 YEARS AND/OR \$100,000

that on or about 09/14/2005, in Hennepin County, Minnesota, MARLON TERRELL PRATT, acting alone or intentionally aiding, advising, hiring, counseling or conspiring with another and/or others, obtained property or services of a value in excess of Thirty-five Thousand Dollars (\$35,000) from BNC Mortgage, Inc. (for 2118 Emerson) by swindling using artifice, trick, device or other means.

COUNT 9: THEFT BY SWINDLE OVER \$35,000 (FELONY)
MINN. STAT. § 609.52, SUBD. 2(4), SUBD. 3(1); § 609.05
PENALTY: 0-20 YEARS AND/OR \$100,000

that on or about 09/14/2005, in Hennepin County, Minnesota, MARLON TERRELL PRATT, acting alone or intentionally aiding, advising, hiring, counseling or conspiring with another and/or others, obtained property or services of a value in excess of Thirty-five Thousand Dollars (\$35,000) from BNC Mortgage, Inc. (for 3000 Russell) by swindling using artifice, trick, device or other means.

COUNT 10: THEFT BY SWINDLE OVER \$35,000 (FELONY)
MINN. STAT. § 609.52, SUBD. 2(4), SUBD. 3(1); § 609.05
PENALTY: 0-20 YEARS AND/OR \$100,000

That on or about 09/14/2005, in Hennepin County, Minnesota, MARLON TERRELL PRATT, acting alone or intentionally aiding, advising, hiring, counseling or conspiring with another and/or others, obtained property or services of a value in excess of Thirty-five Thousand Dollars (\$35,000), from Decision One Mortgage Co., by swindling using artifice, trick, device or other means.

COUNT 11: THEFT BY SWINDLE OVER \$35,000 (FELONY)
MINN. STAT. § 609.52, SUBD. 2(4), SUBD. 3(1); § 609.05
PENALTY: 0-20 YEARS AND/OR \$100,000

That on or about 09/29/2005, in Hennepin County, Minnesota, MARLON TERRELL PRATT, acting alone or intentionally aiding, advising, hiring, counseling or conspiring with another and/or others, obtained property or services of a value in excess of Thirty-five Thousand Dollars (\$35,000), from Accredited Home Lenders, Inc., by swindling using artifice, trick, device or other means.

COUNT 12: THEFT BY SWINDLE OVER \$35,000 (FELONY)
MINN. STAT. § 609.52, SUBD. 2(4), SUBD. 3(1); § 609.05
PENALTY: 0-20 YEARS AND/OR \$100,000

That on or about 09/29/2005, in Hennepin County, Minnesota, MARLON TERRELL PRATT, acting alone or intentionally aiding, advising, hiring, counseling or conspiring with another and/or others, obtained property or services of a value in excess of Thirty-five Thousand Dollars (\$35,000), from BNC Mortgage, Inc., by swindling using artifice, trick, device or other means.

COUNT 13: THEFT BY SWINDLE OVER \$35,000 (FELONY)
MINN. STAT. § 609.52, SUBD. 2(4), SUBD. 3(1); § 609.05
PENALTY: 0-20 YEARS AND/OR \$100,000

That on or about 10/26/2005, in Hennepin County, Minnesota, MARLON TERRELL PRATT, acting alone or intentionally aiding, advising, hiring, counseling or conspiring with another and/or others, obtained property or services of a value in excess of Thirty-five Thousand Dollars (\$35,000), from BNC Mortgage, Inc., by swindling using artifice, trick, device or other means.

CHARGE 14: THEFT BY SWINDLE OVER \$35,000 (FELONY)
MINN. STAT. § 609.52, SUBD. 2(4), SUBD. 3(1); § 609.05
PENALTY: 0-20 YEARS AND/OR \$100,000

On or about 12/05/2005, in Hennepin County, Minnesota, MARLON TERRELL PRATT, acting alone or intentionally aiding, advising, hiring, counseling or conspiring with another and/or others, obtained property or services of a value in excess of Thirty-five Thousand Dollars (\$35,000), from BNC Mortgage, Inc., by swindling using artifice, trick, device or other means.

CHARGE 15: THEFT BY SWINDLE OVER \$35,000 (FELONY)
MINN. STAT. § 609.52, SUBD. 2(4), SUBD. 3(1); § 609.05
PENALTY: 0-20 YEARS AND/OR \$100,000

On or about 03/10/2006, in Hennepin County, Minnesota, MARLON TERRELL PRATT, acting alone or intentionally aiding, advising, hiring, counseling or conspiring with another and/or others, obtained property or services of a value in excess of Thirty-five Thousand Dollars (\$35,000), from 1st Choice Mortgage, by swindling using artifice, trick, device or other means.

CHARGE 16: THEFT BY SWINDLE OVER \$35,000 (FELONY)
MINN. STAT. § 609.52, SUBD. 2(4), SUBD. 3(1); § 609.05
PENALTY: 0-20 YEARS AND/OR \$100,000

On or about 06/27/2006, in Hennepin County, Minnesota, MARLON TERRELL PRATT, acting alone or intentionally aiding, advising, hiring, counseling or conspiring with another and/or others, obtained property or services of a value in excess of Thirty-five Thousand Dollars (\$35,000), from Argent Mortgage Company, LLC, by swindling using artifice, trick, device or other means.

CHARGE 17: THEFT BY SWINDLE OVER \$35,000 (FELONY)
MINN. STAT. § 609.52, SUBD. 2(4), SUBD. 3(1); § 609.05
PENALTY: 0-20 YEARS AND/OR \$100,000

On or about 10/24/2006, in Hennepin County, Minnesota, MARLON TERRELL PRATT, acting alone or intentionally aiding, advising, hiring, counseling or conspiring with another and/or others, obtained property or services of a value in excess of Thirty-five Thousand Dollars (\$35,000), from BNC Mortgage, Inc., by swindling using artifice, trick, device or other means.

CCT	SECTION/Subdivision	M.O.C.	GOC
7	609.52	U1069	X
8	609.52	U1069	X
9	609.52	U1069	X
10	609.52	U1069	X
11	609.52	U1069	X
12	609.52	U1069	X
13	609.52	U1069	X
14	609.52	U1069	X
15	609.52	U1069	X
16	609.52	U1069	X
17	609.52	U1069	X
18	609.903	X1300	X

COUNT 18: RACKETEERING (FELONY)**§ 609.903, SUBD. 1(1), SUBD. 1(3); § 609.904, SUBD. 1; § 609.05****PENALTY: 0 – 20 YEARS and/or \$1,000,000.00**

That on or about November, 2004 through 2007, in Hennepin County, Minnesota, **MARLON TERRELL PRATT**, intentionally aiding, advising, hiring, counseling or conspiring with others, was employed by or associated with an enterprise, to wit, the mortgage brokerage businesses of Universal Mortgage, Inc. and Superior Mortgage, Inc., and intentionally conducted or participated in the affairs of the enterprise by participating in a pattern of criminal activity, namely, theft by swindle; and intentionally participated in a pattern of criminal activity and knowingly invested any proceeds derived from the conduct, or any proceeds derived from the investment or use of those proceeds, in an enterprise or in real property.

NOTICE: You must appear for every court hearing on this charge. A failure to appear for court on this charge is a criminal offense and may be punished as provided in Minn. Stat. § 609.49.

RETURN OF COMPLAINT: Complainant requests that said Defendant, subject to bond or conditions of release, be released from custody or that other legal steps be taken to obtain defendant's appearance in court on or before the date of the next hearing. If already in custody, pending any further proceedings, defendant shall remain in custody until such time as defendant complies with the conditions of release.

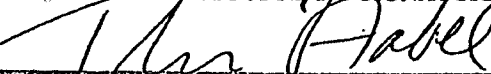
COMPLAINANT'S NAME:

Kris Eidem

COMPLAINANT'S SIGNATURE:

DATE:

slr

PROSECUTING ATTORNEY'S SIGNATURE:

PROSECUTING ATTORNEY:**NAME/TITLE:**

THOMAS L. FABEL (0027996)
Assistant County Attorney

ADDRESS/TELEPHONE:

C2100 Government Center, Minneapolis, MN 55487
Telephone: 612-543-0512

FORM 9

Rev. 3/94